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8th JUNE, 2026

loan advanced by the Respondent. Respondent failed to make payments and as such, dispute arose between the parties. She submits that Clause No. 23 of the Loan Agreement dated 14th August, 2015 provides for arbitration proceedings and the same is noted below :-

“23. Governing Law, Arbitration and Jurisdiction :

(a) The Agreement shall be governed by and construed in accordance with the laws of India.

(b) All claims, disputes, differences or questions of any nature arising between the Parties to this Agreement, whether during or after the termination of this Agreement, in relation to the construction, meaning or interpretation of any term used or clause of this Agreement or as to the rights, duties, liabilities of the Parties arising out of this Agreement, shall be referred to the sole arbitrator appointed by BFL. The Parties hereto mutually agree and confirm that the arbitration proceedings shall be conducted in English and in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time and the proceedings shall be held at Pune or New Delhi or at any other place at the discretion of BFL. Pending the giving of the Award including interim award, the Borrower shall be liable to perform its obligation under this Agreement.

(c) The Parties hereto agree that all disputes arising out of and/or in relation to this Agreement, the Loan and/or any other document in relation to the Loan I shall be subject to the non-exclusive jurisdiction of the courts/tribunals at Pune or New Delhi.”

3. Learned counsel appearing for the Applicant submits that notice was issued to the Respondent on 20th January, 2021 under Section 21 of the Arbitration and Conciliation Act, 1996 for payment of outstanding dues and/or appointment of an Arbitrator. But, Respondent failed to respond to the said notice and/or appoint an Arbitrator, hence the present Arbitration Application is filed.

4. Having considered the material, this Court would pass the following order :-

(A) Ms. Janhavee Joshi, learned Advocate of this Court is appointed as the sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the Agreement referred to above. The contact details of the Arbitrator are as under :-

**Address : Office No. 6, Natwar Chambers,
Nagindas Master Road,
Opp. Limelight Store, Fort, Mumbai.**

Mobile No. : 9764596345

Email ID : joshi.janhavee@gmail.com

(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates for the Applicant within a period of 1 week from the date of uploading of this order. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal along with a copy of this order.

(C) Seat of the arbitration would be governed by the provisions of the agreement executed between the parties.

(D) Learned sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the Advocates for the Applicant so as to enable them to file the same in the Registry of this Court. The Registry of this Court shall retain the said Statement on the file of this Application and a copy of the same shall be furnished by the Advocates for the Applicant to the Respondent.

(E) The parties shall appear before the learned sole Arbitrator on such date and at such place as indicated by her, to obtain appropriate direction with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional email address along with mobile and landline numbers, if any, of the respective Advocates of the parties to the Arbitral

Tribunal. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration.

(F) All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance and shall be subject to any final Award that may be passed by the Tribunal in relation to costs.

5. All issues on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

6. With the above directions, Arbitration Application No. 30 of 2026 stands disposed of accordingly.

[ARUN R. PEDNEKER, J.]

GITALAXMI
KRISHNA
KOTAWADEKAR

Digitally signed
by GITALAXMI
KRISHNA
KOTAWADEKAR
Date:
2026.06.11
18:47:50 +0530